

IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF SOUTH CAROLINA
 GREENVILLE DIVISION

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|--------------------------|---|----------------------------|
| North American Specialty |) | |
| Insurance Company, |) | |
| |) | |
| Plaintiff, |) | C.A. No. 6:12-3562-HMH |
| |) | |
| vs. |) | OPINION & ORDER |
| |) | |
| Able Constructors, Inc., |) | |
| Herschel L. Morningstar |) | |
| and Verna Morningstar, |) | |
| |) | |
| Defendants. |) | |

This matter is before the court on Plaintiff North American Specialty Insurance Company’s (“NAS”) motion for final judgment against Defendants Able Constructors, Inc., Herschel L. Morningstar, and Verna Morningstar (collectively “Defendants”). On September 27, 2013, the court granted summary judgment to NAS on its claim that Defendants breached their indemnification agreement with NAS. (Sept. 27, 2013 Order, ECF No. 45.) On November 1, 2013, NAS filed a motion for final judgment for the amount due pursuant to the indemnification agreement. (Pl. Mot. Final J., ECF No. 47.) Defendants’ response was due by November 18, 2013. However, Defendants have not filed a response with the court. This matter is now ripe for review.¹

NAS has submitted an affidavit from Marcelo Virgili, Assistant Vice President of NAS, who has sworn that the amount due to NAS pursuant to the indemnification agreement is \$797,584.41. (Pl. Mot. Final J. Attach. 1 (Virgili Aff. ¶ 4), ECF No. 47-1.) There is no

¹Pursuant to Local Rule of Civil Procedure 7.08, the district court may determine motions without a hearing.

evidence to contradict the amount owed to NAS. Further, after review, the court finds that this amount is supported by the evidence in the record. See Western Sur. Co. v. Cooper River Constr. Co., C.A. No. 2:12-cv-2561-PMD, 2013 WL 3320661, at *3 (D.S.C. Jul. 1, 2013) (awarding damages on summary judgment based on the evidence in the record). Pursuant to the court's September 27, 2013 Order granting NAS summary judgment on its claim for breach of the indemnification agreement, the court finds that NAS is entitled to judgment in the amount of \$797,584.41. Interest shall accrue from the date of entry of this judgment. See Kaiser Aluminum & Chem. Corp. v. Bonjorno, 494 U.S. 827, 834-36 (1990).

It is therefore

ORDERED that NAS's motion for final judgment, docket number 47, is granted. It is further

ORDERED that NAS is awarded judgment in the amount of \$797,584.41.

IT IS SO ORDERED.

s/Henry M. Herlong, Jr.
Senior United States District Judge

Greenville, South Carolina
November 25, 2013